

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
STATE PROCUREMENT BUREAU  
165 MITCHELL BUILDING  
PO BOX 200135  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529

## DELL PERSONAL COMPUTERS AND INTEL-CLASS SERVERS

**Western States Contracting Alliance Master Prices Agreement #92-00151**  
**This is an exclusive contract**

CONTRACT PERIOD	FROM	January 1, 2004	CONTRACT YEAR	NEW ( )
	TO	September 2, 2004		RENEW ( x ) 2 <sup>nd</sup> Renewal, Final Year
VENDOR ADDRESS	Dell Marketing L.P. One Dell Way Round Rock, TX 78682		ORDER ADDRESS	Internet order address <a href="http://www.dell.com">http://www.dell.com</a>
ATTN:	Sales Rep. Ron Misercola 800-981-3355 x67371  Account Exe. Kevin Flick 425-235-0181		ATTN:	Sales Rep. Ron Misercola 800-981-3355 x67371  Account Exe. Kevin Flick 425-235-0181
PHONE:	1-800-981-3355 x67371		PHONE:	1-800-981-3355 x67371
FAX:	800-433-9527		FAX:	800-433-9527

PRICES: Per contract section 14.0

DELIVERY: 14-30 Days ARO, see Section 18.0

F.O.B.: Destination

TERMS: Net 30 Days, see section 6.0

### REMARKS:

This term contract is an exclusive use contract for personal computers and Intel-class servers, meaning State agencies (with the exception of the Montana University System and the Office of Public Instruction) must purchase from it. Laptops, accessories, supplies, and services may be purchased from this contract at the option of the State.

Prices, product specifications, and order status is available at the following internet site:

<http://dell.com> Select State and Local Government link, select Montana, select Go to your State & Local Government Homepage. Orders may be placed on this page through Online Store for Montana.

Sales support is available from Ron Misercola at 800-981-3355 ext. 67371. Account executive is Kevin Flick at 425-235-0181.

BRAD SANDERS, Contracts Officer

**AUTHORIZED SIGNATURE/DATE**

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
DELL MARKETING L.P.  
MASTER PRICE AGREEMENT  
92-00151**

1. Scope

All governmental entities within the State of Montana, Universities and all registered Cooperative Purchasing Organizations are authorized to purchase desktop and laptop computers, servers, workstations, displays and peripherals under the terms and conditions of this price agreement effective April 1, 2002.

2. Changes

Section 8. Termination; add the following: Strategic Planning Authority: The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard. In the event of such termination, Contractor will be paid for the cost of services and subcontracted services incurred prior to notice.

Section 20. Records and Audit; Add the following: Access and Retention of Records: Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records pertaining to purchases made by eligible entities in Montana necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

Section 20. Records and Audit; Add the following: Reporting Requirements: Contractor agrees to provide the Department of Administration, detailed status reports regarding Montana purchases on a quarterly basis in accordance with the schedule (Table 1) below. Reported data will be submitted in Excel format. The information must be able to be sorted at state's discretion and contain Agency, PO#, Date of Purchase, purchaser name, hardware, software & licenses, Product type (Server, Desktop, Notebook etc) quantity & total dollar amount for each configured system. Additional information may be requested from the state.

Table 1  
Schedule of Due Dates for Quarterly Status  
Reports

Report Period End	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

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Section 31. Applicable Law; Delete and replace with the following: Venue: This Agreement shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

3. Lease Agreements

Lease agreement terms and conditions may be negotiated by individual agencies in a separate contract in accordance with procurement laws.

4. Primary Contact

The primary contact individual for this participating addendum is as follows:

Procurement Services Bureau  
Information Technology Services Division  
Penne Beto  
P.O. Box 200113  
Helena, MT 59620-0113  
Telephone: 406-444-2700  
FAX: 406-444-2701  
[Pbeto@state.mt.us](mailto:Pbeto@state.mt.us)

5. Price Agreement Number

All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number:

92-00151

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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IN WITNESS WHEREOF, the parties have executed this Addendum to be executed as of April 1, 2002 by both parties below.

State Of Montana

Contractor: Dell Marketing L.P.

By: \_\_\_\_\_

Brian Wolf

Title: Chief Information Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Marvin Eicholtz

Title: Administrator, GSD

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dal Smilie, Legal Counsel